

### **REMARKS**

Claims 1-12, 14-32 and 34-40 are currently pending in the application. By this amendment, claims 2, 3, 7, 12, 18 and 23 are amended for the Examiner's consideration. Claims 13 and 33 are canceled without prejudice or disclaimer. The above amendments do not add new matter to the application and are fully supported by the specification. Reconsideration of the rejected claims in view of the above amendments and the following remarks is respectfully requested.

#### ***Objection to Claims***

Claims 13, 18 and 33 were objected to for failing to further limit the subject matter of a previous claim. In response, claims 13 and 33 are canceled from the application. Claim 18 has been amended for clarity, and not for purposes of narrowing the claim language. By way of example, claim 18 recites a prefabricated sectioned approach section totally filling an area of the bowling lane in addition to gutter area. This language limits the subject matter of claims 17 and 1, which do not recite these features.

#### ***35 U.S.C. §112 Rejection***

Claims 2, 7, 12, 14 and 23 were rejected under 35 U.S.C. §112, 2<sup>nd</sup> paragraph. This rejection is respectfully traversed.

Claims 2, 7, 12, 18 and 23 are amended to address the Examiner's concern.

As to claim 14, Applicants respectfully submit that proper antecedent basis is provided in claim 1 for the language "the preformed section". Applicants direct the Examiner's attention to the last line of claim 1 for such support.

Accordingly, Applicants respectfully request that the rejection over claims 2, 7, 12, 14 and 23 be withdrawn.

### **35 U.S.C. §102 Rejection**

Claims 1, 8, 9, 12, 13, 19, 24, 25, 30, 31, 33, 37 and 39 were rejected under 35 U.S.C. §102(b) for being anticipated by U. S. Patent No. 2,969,983 issued to De Vore. This rejection is respectfully traversed.

Applicants first submit that the Examiner has rejected dependent claim 39 without rejecting its base claim 38. On this face, this is improper since all of the features of the dependent claim, by its nature, include the features of its independent claim. Accordingly, the Examiner has failed to provide a prima facie case of anticipation. Nevertheless, Applicants submit that the features of claim 38 would not be anticipated by the De Vore reference, as discussed in greater detail below.

To anticipate a claim under 35 U.S.C. § 102, a single prior art reference must contain each and every limitation of the claim, either expressly or under the doctrine of inherency. *Constant v. Advanced Micro-Devices, Inc.*, 848 F.2d 1560, 1570 (Fed. Circ), cert. denied, 488 U.S. 892 (1988). To "contain" the limitation the reference must explicitly describe the limitation, or describe an operation inherently requiring the limitation, completely enough to place limitation "in the possession of the public." *In re Epstein*, 32 F.3d 1559, 31 USPQd 1817 (Fed. Cir. 1994). Applicants submit that the De Vore reference does not show each and every limitation of the rejected claims, despite the Examiner's assertion to the contrary.

The claimed invention is directed to a flooring panel system for a bowling alley. In embodiments, the flooring system is a prefabricated system which allows for ease of assembly. The panels of the flooring system are bonded on the longitudinal sides by an adhesive in order to create the prefabricated flooring system and not on outer sides of the outer boards. In embodiments, the prefabricated flooring system includes boards with the short edges having interleaved finger joints bonded together by an adhesive applied thereon. The interleaved finger joints allow the boards to be placed adjacent

one another to effectively lengthen the boards of the prefabricated system. In embodiments, the prefabricated system is used as an approach for the bowling lane.

More specifically, claim 1 recites, in part,

...a plurality of wooden boards having a longitudinal axis, the plurality of wooden boards each having substantially flat side edges along the longitudinal axis, interior boards of the plurality of wooden boards being bonded together by an adhesive applied on the side edges and two of the outermost boards of the plurality of wooden boards being bonded only on one side edge by the adhesive to adjacent corresponding interior boards to form a preformed section of wooden boards.

Claim 24 recites, in part,

... a prefabricated approach section abutting the bowling lane, the prefabricated approach section comprising:

a plurality of wooden boards having a longitudinal axis, the plurality of wooden boards each having side edges along the longitudinal axis, the plurality of wooden boards being bonded together by an adhesive applied on the side edges wherein two of the outermost boards of the plurality of boards are bonded only on one side edge by the adhesive to adjacent corresponding interior boards to form the prefabricated approach section of wooden boards ....

Claim 38 recites,

A prefabricated flooring system adapted for use in a bowling center, comprising a plurality of wooden boards having a longitudinal axis, the plurality of wooden boards each having a long side edge and a short side edge, the short side edges of abutting wooden floors of the plurality of wooden floors having interleaved finger joints bonded together by an adhesive applied thereon and abutting wooden floors along the long sides being bonded together

by an adhesive applied thereto with two of the outermost boards of the plurality of wooded boards being bonded only on one side edge by the adhesive to adjacent corresponding interior boards to form a preformed section of wooden boards.

These features are not disclosed in the De Vore reference. Specifically, in De Vore, the flooring panels 47 are not prefabricated. In fact, the each individual board making up the alley portion of the bowling lane is bonded to a subfloor at the bowling alley itself. Also, the boards are only bonded to an upper baseboard on their underside. The boards are not bonded to each other along their sides, nor are the boards bonded along a short end. Simply, De Vore, does not show flooring panels bonded to one another.

More specifically, as disclosed at col. 4,

The alley boards ... 47, are located between the side boards 34 and 35, and said side boards 34 and 35 are secured to the baseboard by adhesive of a suitable and desirable character of which various forms are on the market. As illustrated in Fig. 3 the portions of the sub-baseboard 33 which project laterally of the upper base board 41, said portions ... 48 and 49, having applied thereto, respectively, adhesive 50 and 51. The upper surface of the baseboard 41 has likewise applied thereto adhesive 52 and which adhesive 50, 51 and 52 securely holds the alley boards 47 as well as the side boards 34 and 35 in operative relation to one another and to the supporting base. (Emphasis added.)

Additionally, at col. 5, De Vore discloses:

After the base boards 33 and 41 are secured by the screws 36, 37 and 40 the glue or adhesive 50 and 51 is applied for the distance corresponding to the section of the alley to be laid whereupon the side boards 34 and 35 are mounted and

respectively retained in place by their respective retaining strips 70 and 71. The adhesive 52 is then applied to the upper surface of the upper baseboard 41, again for the distance corresponding to the section of the alley to be laid, whereupon one-half, less one board, of the alley boards 47 are then arranged in face contact inwardly from each of said side boards thereby leaving a space 56 longitudinally of the alley and substantially at the center of the alley between the boards.

As illustrated in Fig. 4 the adhesive disposed on the base boards 33 and 41 is to a certain extent forced between the contacting surfaces of said boards upon the placement thereof for thereby not only securing the contacting lower surfaces of the alley boards and side boards to the under surfaces of the base boards but likewise and simultaneously securing the said boards to one another, all as illustrated by the stippling in Fig. 4 between said boards and which stippling is indicated by the reference characters 50 and 52.

(Emphasis added.)

Accordingly, it is clear that De Vore only discloses the use of adhesive to the underside of the alley boards, with artifacts of the bonding being on sides of some boards (stippling in Fig. 4). There is no disclosure, whatsoever, that there is adhesive on the longitudinal sides of the boards and not on outer sides of the outer boards, as recited in the claimed invention. In fact, De Vore specifically teaches away from the latter feature in that the outer boards of the alleys in De Vore have adhesive on the outer sides to adhere to the side rails.

Additionally, after careful review of the De Vore reference, Applicants found no mention of the boards being prefabricated, or boards with the short edges having interleaved finger joints bonded together by an adhesive applied thereon. In fact, Applicants submits that De Vore teaches away from prefabricated boards, since the entire disclosure is related to building the boards at the bowling alley, itself. Also, the finger joint of the claimed invention extends the longitudinal length of individual boards

clearly is not the same as De Vore tongue/ grove, rabbet cut which joins the boards transversely (across their width). Also, De Vore mentions no use of glue with their joints.

As to the dependent claims, Applicant submits that many of these features are not shown in De Vore. For example, claim 12 is dependent on claim 11, which recites an MDF and HDF board. De Vore, simply, does not show these materials used in its flooring system. As to claim 30, Applicants submit that De Vore does not show these features, as discussed in detail above with respect to the independent claims. As to claim 37, De Vore makes no mention of dowels used as finders.

Applicants respectfully request that the rejection over claims 1, 8, 9, 12, 13, 19, 24, 25, 30, 31, 33, 37 and 39 be withdrawn.

### ***35 U.S.C. §103 Rejection***

Claims 2-5, 7, 10, 17, 18, 20-23, 26-29, 32, 35-37 and 40 were rejected under 35 U.S.C. §103(a) for being unpatentable over De Vore. Claims 14-16 and 34 were rejected under 35 U.S.C. §103(a) for being unpatentable over De Vore in view of U. S. Patent No. 5,348,513 to Heddon. These rejections are respectfully traversed.

Applicants submit that each of these rejected claims are dependent on a distinguishable independent claim. According, for this reason, each of the rejected claims under 35 U.S.C. §103(a) should be allowed by virtue of their dependencies on distinguishable independent claims.

Applicants also submit that these claims are allowable on their own merits. By way of example, claims 20 and 35 recite the use of predrilled holes for the use of fasteners; however, De Vore explicitly teaches away from the use of fasteners and as such would not contemplate the use of predrilled holes for fasteners. In fact, according to De Vore, the use of fasteners contribute, after many years, to the need to replace the floor boards due to sanding of the flooring boards; the exact reason why De Vore had contemplated the use of an adhesive to the underside of the boards. Applicants also

submit that the use of different types of materials such as, for example, HDF, MDF, OSB and HDP are not contemplated or suggested by De Vore. In fact, it is submitted that some if not all of these materials were not even invented or in use at the of issuance of De Vore (January 31, 1961).

Accordingly, Applicants respectfully request that the rejection over claims 2-5, 7, 10, 14-18, 20-23, 26-29, 32, 34-37 and 40 be withdrawn.

### CONCLUSION

In view of the foregoing amendments and remarks, Applicants submit that all of the claims are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue. The Examiner is invited to contact the undersigned at the telephone number listed below, if needed. Applicant hereby makes a written conditional petition for extension of time, if required. Please charge any deficiencies in fees and credit any overpayment of fees to Attorney's Deposit Account No. 19-0089.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew M. Calderon', with a stylized, flowing script.

Andrew M. Calderon  
Registration No. 38,093

Greenblum & Bernstein, P.L.C.  
1950 Roland Clarke Place  
Reston, Virginia 20191  
Telephone: 703-716-1191  
Facsimile: 703-716-1180